

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**
Alexandria Division

In re:

RAYMOND JOHN WALSH and
JEAN KAREN WALSH,

Debtors.

Case No. 09-19574-RGM
(Chapter 7)

MEMORANDUM OPINION AND ORDER

THIS CASE was before the court on May 11, 2010, on the motion of Pentagon Federal Credit Union for an extension of time within which to file a dischargeability complaint. The debtors and the credit union entered into two reaffirmation agreements, but the time within which the debtors may rescind the reaffirmation agreements expires after the bar date for filing complaints objecting to the dischargeability of particular debts. The credit union requests an extension of time within which to file a dischargeability complaint to after the expiration of the rescission period.

The cover sheets for both reaffirmation agreements contain the question, “Does the creditor assert that the debt is nondischargeable?” In both instances, the credit union answered the question, “No.” In court, counsel for the credit union stated that no investigation had been made as to the dischargeability of the two debts but the credit union wanted to retain the ability to investigate the matters and, if appropriate, file a dischargeability complaint if the debtors rescinded the agreements.

The credit union is bound by its statements in the reaffirmation cover sheet that it has no basis for filing a dischargeability complaint and has had ample time to investigate these matters to determine whether there are reasonable grounds to file a dischargeability complaint.

It is, therefore,

ORDERED that the motion be and is hereby denied.

DONE at Alexandria, Virginia, this 12th day of May, 2010.

/s/ Robert G. Mayer

Robert G. Mayer

United States Bankruptcy Judge

Copy electronically to:

Roderick H. Angus

Anthony Edward Cooch, Jr.

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